

DIVISION OF DEVELOPMENTAL DISABILITIES SERVICES**APPENDIX A****DIVISIONAL REQUIREMENTS FOR ALL PROVIDERS****Section 1.0 - PURPOSE**

- 1.1 The purpose of this Agreement is to specify the conditions, obligations, and duties of the respective parties with regard to the provisions of room, board and services.

Section 2.0 - LAWS, RULES, POLICIES AND PROCEDURES

- 2.1 The Vendor, **Vendor** shall conduct its business and provide its services in compliance with all applicable state and Federal laws, rules, policies and procedures which are incorporated into this Agreement by reference, including with and without limitations, the laws, rules, policies and procedures that are listed and referenced on the websites located at the following URL addresses:

<http://www.dhss.delaware.gov/dhss/ddds>
<http://www.dmap.state.de.us/downloads/manuals.html>

Section 3.0 - AGREEMENT PAYMENTS

- 3.1 By the fifth business day of each calendar month immediately following the month services were provided (the "Invoice Deadline"), the VENDOR shall submit monthly invoices to DDDS for non-Medicaid reimbursable services included in this Agreement. Invoices will include:
- a. Monthly attendance data for DDDS persons served using the attendance module in the electronic case record system approved by the DIVISION. Attendance data recorded in the electronic case record system attendance module is to be in DDDS-approved status and format and released to the DDDS contract Managers no later than the Invoice Deadline.
 - b. At minimum, each invoice must contain the following information:
 - i. Vendor name
 - ii. Address, phone number, and tax identification number
 - iii. Unique invoice number
 - iv. Units of service by persons served, by rate, location, and date of service
 - v. Monthly Fleet report
 - c. For invoices not submitted via the electronic case record system, the DIVISION requires the VENDOR to use the invoice template created by the DIVISION that can be found at the following link under the FORMS heading:
<http://www.dhss.delaware.gov/dhss/ddds/providercontract.html>
 - d. Where applicable, for individuals contracted for supported employment or split programs, utilization data is to be maintained by VENDOR using the DIVISION-

prescribed template and submitted to the DDDS Contract Managers electronically no later than the Invoice Deadline.

- 3.2 The VENDOR shall refund to DDDS any funds paid by DDDS for services subsequently determined to be Medicaid reimbursable. The VENDOR has an affirmative duty to return funds to the DIVISION regardless of whether the DIVISION initiates this action.

Section 4.0 - VENDOR RESPONSIBILITIES

- 4.1 The VENDOR agrees to use the electronic case record software designated by DDDS to record data and other information as directed for services provided to each DDDS person served.
- 4.2 The VENDOR shall notify the appropriate DDDS Case Manager or Family Support Specialist of all requested changes in services. Notifications shall be made in writing within two business days of receiving the request. In the event of a change in services, the VENDOR shall continue to provide services at the current level under a person-centered transition plan as approved by Delaware and mutually agreed upon between the individual, guardian/advocate, and team. Transition plan required elements will include, but not be limited to, a listing of supports, services and timelines for proposed transition.
- 4.3 The VENDOR shall deliver and appropriately document services as developed by the consumer and team and in accordance with the person-centered plan or other format as specified by the DIVISION.
- 4.4 The VENDOR shall coordinate and/or actively participate in all medical, behavioral health, and support services provided to persons served by DDDS, to include services in the person's served place of residence when necessary.
- 4.5 The Vendor shall not attempt to restrict or coerce a person served to receive any service from a particular provider. Persons served may choose any combination of service providers as specified in the person-centered plan.
- 4.6 The VENDOR shall implement, as approved by the DIVISION, a system through which persons served may present grievances about the operation of the service program. The VENDOR must advise persons served and their families, decision-makers or legal guardians, as appropriate, of the right to grieve the provision of services, which includes failure to recognize a person's served choice of provider or service.
- 4.7 The VENDOR shall fully cooperate with any DIVISION investigation.
- 4.8 The VENDOR shall establish service-specific waiting lists and protocols. Protocols shall include enrollment of new participants based on the date the referral/application is received in writing. Enrollment for services shall only be limited by agency capacity which shall be submitted in writing to the Division annually.
- 4.9 The VENDOR shall only accept referrals from prospective service recipients requesting services to begin within 90 days of the date on which a completed application for services is received.

- 4.10 The VENDOR shall process all referrals to and from programs/services in a manner which ensures a timely, efficient and smooth transition (minimizing, to the extent possible, disruptions in individual programs/services).
- 4.11 The VENDOR shall notify each applicant of the VENDOR'S ability to provide services within 30 days of a completed referral.
- 4.12 The VENDOR shall be responsible for verifying payment sources prior to rendering service.
- a. The VENDOR shall assist the DIVISION in submitting applications for new or continued eligibility for all state and federal benefits to which individual's receiving services may be entitled by supplying information including but not limited to: persons served bank statements, paystubs, start/end dates or employment, birth certificates, and other eligibility documents on a monthly basis to DDDS and upon request if necessary.
 - b. The VENDOR shall participate in, and provide cooperation to the DIVISION in connection with, all Quality Assessment & Improvement activities conducted by the DIVISION.
 - c. The VENDOR shall submit to an annual, independent financial audit report conducted by a public accounting firm or private CPA. Reports must be submitted to the DIVISION no later than three (3) months after state fiscal year end. Alternative financial audit reporting methods must be approved by the DIVISION in writing. Audit reports must be specific to and inclusive of all Delaware operations. Submission of consolidated parent company report with Delaware operations not itemized is not acceptable.
- 4.13 The VENDOR shall be responsible for staffing records.
- a. The VENDOR shall maintain timekeeping records for all professional and contracted staff, providing direct support for DDDS persons served including the number of direct support staff per shift per location/program for each day.
 - b. The VENDOR shall submit staff turnover data to the assigned Contract Manager on a semi-annual basis in a format to be provided by the DIVISION. Data for the January 1 through June 30 time period shall be submitted by August 1. Data for the July 1 through December 31 time period shall be submitted by February 1.
 - c. The VENDOR shall assure compliance of all staff employed in the performance of the Agreement with the DIVISION'S training policy found at:

<http://www.dhss.delaware.gov/dhss/ddds/training.html>
 - d. The VENDOR shall establish and maintain systems for assuring that all staff maintains appropriate training, certification and licensure to assure safe and competent delivery of contracted services by all staff.
- 4.14. The VENDOR shall comply with the DDDS policy regarding emergency preparedness including presence of at least one staff person trained in implementation of emergency procedures at all times when DDDS persons served are present.

- 4.15 The VENDOR shall inform the DIVISION of any contact with police, fire officials and/or the news media regarding services provided under this Agreement.

Section 5.0 - DIVISION RESPONSIBILITIES

- 5.1 The DIVISION shall make available to the VENDOR the person-centered plan for each person served choosing to be served by the VENDOR.
- 5.2 DDDS will notify VENDOR of any changes made to the Delaware Medical Assistance program (DMAP) DDDS HCBS Waiver Provider Specific manual or any other documents incorporated by reference.
- 5.3. In the event that a person served seeks to change providers or services, the DIVISION will assist the person served in finding a suitable alternative.

Section 6.0 - STANDARDS FOR VENDOR USE OF STATE FLEET VEHICLES

- 6.1 Any agency or business with which the DDDS contracts for day, residential, and/or other services for which said agency of business uses a State of Delaware Fleet vehicle and Fleet fuel to transport individuals served by the DDDS will be subject to the following standards:
- a. Be subject to all provisions of the State of Delaware's *Office of Fleet Services' Policies and Procedures Manual*, the *Fleet Services Reference Guide* at the following link:

<http://gss.omb.delaware.gov/fleet/policies.html>
 - b. Develop, implement and maintain an effective system of monitoring and documenting Fleet vehicle use, fuel consumption, servicing, and vehicle damage; maintain a vehicle trip log in all State of Delaware fleet vehicles and will be subject to review by the DIVISION upon request; provide a monthly report to the DDDS Contract Manager providing the location, tag number and type of each Fleet vehicle using the format prescribed by the DIVISION at the link below. Fleet Services, the DDDS Fleet Services representative and the DDDS Contract Manager must provide **prior** approval before a vehicle is re-assigned to an alternate location;
 - c. Ensure that an Authorized Driver Designation form has been submitted to Fleet Services and approved prior to the employee operating a Fleet vehicle;
 - d. Notify Fleet Services within 24 hours of an employee leaving employment or removing an employee from their registry of authorized drivers so that driving privileges can be discontinued.
 - e. Ensure that each employee who will need to fuel a vehicle is assigned and uses an individual Fleet fuel PIN number in accordance with Fleet policies and standards.
 - f. Submit payment within 30 days to the State of Delaware Fleet Services for monthly invoices received directly from Fleet Services for the previous service month per the monthly fixed lease charge established by the State of Delaware Fleet Services.